

**STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION
ORDER BY CONSENT
ISSUED TO
Webb Furniture Enterprises, Inc.
Registration No. 10538**

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1 – 1301 and 10.1 – 1184, between the State Air Pollution Control Board and the Webb Furniture Enterprises, Inc. for the purpose of resolving certain violations of State Air Pollution Control Board Regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meanings assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.
2. "Board" means the State Air Pollution Control Board, a collegial body of the Commonwealth of Virginia described in § 10.1-1301 and § 10.1-1184 of the Code.
3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Code § 10.1-1183.
4. "Director" means the Director of the Department of Environmental Quality.
5. "Regional Office" means the Southwest Regional Office of the Department.
6. "Order" means this document, also known as a Consent Order.
7. "Regulations" means the "State Air Pollution Control Board Regulations for the Control and Abatement of Air Pollution", which have been incorporated into Title 9 of the Virginia Administrative Code (VAC).
8. "Company" means Webb Furniture Enterprises, Inc., P.O. Box 1277, Galax, VA 24333.

SECTION C: Findings of Facts and Conclusions of Law

1. Webb Furniture Enterprises, Inc. owns and operates a furniture plant at South Main Street, Galax, VA.
2. Webb Furniture Enterprises, Inc. was issued a Virginia Stationary Source Operating Permit to operate a furniture plant on July 28, 2000.
3. Permit condition No.2 of your Virginia Stationary Source Operating Permit (Title V) lists a total of eight (8) spray booths all equipped with a pollution control device for particulate control. During the inspection Webb Furniture was found to be operating ten (10) spray booths. In addition only seven (7) of the booths were found to have any particulate control device and one of those was severely damaged.
4. Subpart JJ (National Emissions Standards for Wood Furniture Manufacturing Operations) Section 63.804(g)(8)(i) states in part: "The compliance certification shall state that the work practice implementation plan is being followed, or should otherwise identify the provisions of the plan that have been implemented. During any period of time that an owner or operator is required to implement the provisions of the plan, each failure to implement an obligation under the plan during any particular day is a violation". During the inspection it was found that two (2) spray guns were not being tested for excess operating pressure as outlined on page LP-2-8 of Webb Furniture's work practice plan.
5. 9 VAC 5-170-160.A – (Conditions on Approvals) of the Commonwealth of Virginia State Air Pollution Control Board Regulations for the Control and Abatement of Air Pollution states in part: The board may impose conditions upon permits and other approvals which may be necessary to carry out the policy of the Virginia Air Pollution Control Law, and which are consistent with the regulations of the board. Except as otherwise specified, nothing in this chapter shall be understood to limit the power of the board in this regard. If the owner or other person fails to adhere to the conditions, the board may automatically cancel the permit or approvals. This section shall apply, but not be limited, to approval of variances, approval of control programs, and granting of permits.
6. On January 8, 2003, DEQ sent a Notice of Violation Letter (NOV No. 01-01-03), for permit and MACT violations, by Certified Mail-Return Receipt Requested, to Webb Furniture Enterprises, Inc., informing the Company that DEQ had reason to believe that a violation of Air Pollution Law and Regulations 9 VAC 5-170-160.A and CFR 63.804(g)(8)(I) had occurred.

SECTION D: Agreement and Order

Accordingly, the Board, by virtue of the authority granted it in Va. Code §10.1 – 1316 (C), orders Webb Furniture Enterprises, Inc. and the Company voluntarily agrees, to perform the actions described in Appendix A of this Order. In addition, the Board orders Webb Furniture Enterprises, Inc. and the Company voluntarily agrees to pay a civil charge of \$11,200.00 in settlement of the violations cited in this Order.

1. \$2,800.00 of this civil charge shall be paid within 30 days of the effective date of this Order. Payment must indicate that the civil charge is pursuant to the Webb

Furniture Enterprises, Inc. Order. Payment shall be by check, certified check, money order or cashier's check payable to "Treasurer of the Commonwealth of Virginia" and sent to:

Receipts Control
Department of Environmental Quality
Post Office Box 10150
Richmond, Virginia 23240

For purposes of properly identifying its payment, Webb Furniture Enterprises, Inc. shall include with the check, a notification of its Registration Number, Federal Identification Number and the fact that payment is being made in accordance with the terms of this Order.

2. \$8,400.00 of this civil charge shall be satisfied upon completion by Webb Furniture Enterprises, Inc. of a Supplemental Environmental Project (SEP) pursuant to Virginia Code 10.1-1186.2 and as described in Appendix A of this Order.
3. In the event that the SEP is not performed as described in Appendix A, Webb Furniture Enterprises, Inc. shall pay the amount specified in Paragraph 2 above within 30 days, unless an alternate project has been agreed upon by the parties.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of Webb Furniture Enterprises, Inc. for good cause shown by the Company, or on its own motion after notice and opportunity to be heard.
2. Nothing herein shall be construed as altering, modifying, or amending any term or condition contained in the Company's Virginia Stationary Source Operating Permit (Title V) dated July 28, 2000.
3. This Order addresses only those violations specifically identified herein. This Order shall not preclude the Board or Director from taking any action authorized by law, including, but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of Webb Furniture Enterprises, Inc. as may be authorized by law; and/or (3) taking subsequent action to enforce the terms of this Order. Nothing herein shall affect appropriate enforcement actions by other federal, state, or local regulatory authority, whether or not arising out of the same or similar facts.
4. By entering into this Order, Webb Furniture Enterprises, Inc. neither admits nor denies the jurisdictional allegations, factual findings, or conclusions of law contained herein. For purposes of this Order and subsequent actions with respect to this Order, Webb Furniture Enterprises, Inc. agrees not to challenge the jurisdictional allegations, factual findings, and conclusions of law contained herein.
5. Webb Furniture Enterprises, Inc. consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.
6. Webb Furniture Enterprises, Inc. declares it has received fair and due process under the Administrative Process Act, Code §§ 9-6.14:1 *et seq.*, and the State Air

Pollution Control Law, and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board or Director to enforce this Order.

7. Failure by Webb Furniture Enterprises, Inc. to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.
8. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.
9. Webb Furniture Enterprises, Inc. shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other act of God, war, strike, or such other occurrence. Webb Furniture Enterprises, Inc. must show that such circumstances resulting in noncompliance were beyond its control and not due to a lack of good faith or diligence on its part. Webb Furniture Enterprises, Inc. shall notify the Director, Southwest Regional Office of DEQ within 24 hours with a follow-up in writing within seven days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of this Order. Such notice shall set forth:
 - a. the reasons for the delay or noncompliance;
 - b. the projected duration of such delay or noncompliance;
 - c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and
 - d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

Failure to so notify the Director, Southwest Regional Office of DEQ within 24 hours of learning of any condition listed above, which the Company intend to assert will result in the impossibility of compliance, shall constitute waiver of any claim of inability to comply with a requirement of this Order.

10. This Order is binding on the parties hereto, their successors in interest, designees, and assigns, jointly and severally.
11. This Order shall become effective upon execution by both the Director or his designee and Webb Furniture Enterprises, Inc. Notwithstanding the foregoing, the Company agrees to be bound by any compliance date, which precedes the effective date of this Order.
12. This Order shall continue in effect until the Director or the Board determines Webb Furniture Enterprises, Inc. has met all the conditions of the order and the Company is thereafter notified of compliance by the Department. Termination of this Order, or of any obligation imposed in this Order, shall not operate to relieve Webb Furniture Enterprises, Inc. from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

13. By its signature below, Webb Furniture Enterprises, Inc. voluntarily agrees to the issuance of this Order.

And it is ORDERED this day of _____, 2003

Robert Burnley, Director
Department of Environmental Quality

Webb Furniture Enterprises, Inc. voluntarily agrees to the issuance of this Order.

Mr. Barry Branscome, Vice President -
Engineering
Webb Furniture Enterprises, Inc.

Date: _____

Commonwealth of Virginia

City/County of _____

The foregoing document was signed and acknowledged before me this _____ day of

_____, 2003 by Barry Branscome on behalf of Webb Furniture
Enterprises, Inc.

Date: _____

Notary Public

My commission expires: _____

APPENDIX A

- 1. The Supplemental Environmental Project to be performed by Webb Furniture Enterprises, Inc. is to install filter grids and filters into all baffled and non-filtered spray booths at their South Main Street Plant (Reg. No. 10538). These booths include, but are not limited to the following: repair/prestain (non-filtered) booth, washcoat (baffled) booth, sealer (baffled) booth and speck/spray pad (non-filtered) booth. Extra lacquer booth usage will be discontinued. The new filtration units will be used to reduce particulate emissions from spray finishing operation. The units shall be installed and operational within 60 days of the effective date of this Order.**
- 2. The cost of the SEP to Webb Furniture Enterprises, Inc. shall not be less than \$8,400.00. In the event that the final cost of the SEP is less than this amount, Webb Furniture Enterprises, Inc. shall pay the remainder of the amount to the Commonwealth of Virginia, unless otherwise agreed by the Department.**
- 3. Webb Furniture Enterprises, Inc. acknowledges that it is solely responsible for completion of the SEP project. Any delegation of funds, tasks, or otherwise by Webb Furniture Enterprises, Inc. to a third party, shall not relieve Webb Furniture Enterprises, Inc. of its responsibility to complete the SEP as contained in this Order.**
- 4. The SEP shall be completed by Webb Furniture Enterprises, Inc. within 60 days after Consent Order is issued.**
- 5. Webb Furniture Enterprises, Inc. shall provide the Director, Southwest Regional Office of DEQ with verification of completion of the SEP by contacting the Southwest Regional Office of DEQ with the completion date. The project completion verification must be submitted to the Department within 7 days after the project completion date. Upon notification of the completion of the SEP by Webb Furniture Enterprises, Inc., DEQ staff will perform a site inspection to verify project completion.**
- 6. Webb Furniture Enterprises, Inc. shall submit verification to the Director, Southwest Regional Office of DEQ in the form of contractor invoices and copies of payments to the contractors for rendered services and final overall cost of the SEP within 30 days of the project completion date.**
- 7. In the event that Webb Furniture Enterprises, Inc. publicizes the SEP or the results of the SEP, Webb Furniture Enterprises, Inc. shall state in a prominent manner the project is part of a settlement for an enforcement action.**
- 8. The Director, Southwest Regional Office of DEQ has the sole discretion whether the SEP has been completed in a satisfactory manner.**